

Agenda

Downtown Economic Growth Authority

Board of Directors



City of Kalamazoo

Tuesday, January 17, 2023

3:00 PM

The Community Room at City Hall - 241 W. South Street

A. CALL TO ORDER/ROLL CALL

B. ADOPTION OF FORMAL AGENDA

C. APPROVAL OF MINUTES

1. Approval of the minutes from the meeting of the Downtown Economic Growth Authority Board on December 19, 2022. (**Action: Motion to approve**)

D. REPORTS AND PRESENTATIONS

1. Financial Report

E. DISCUSSION/ACTION ITEMS

1. Motion to approve amended contract with Maestro for webhosting & site maintenance in 2023 & delegate responsibility for negotiating final details to Executive Committee
2. Motion to create ad-hoc task force to review DEGA bylaws with support from counsel and make recommendations to Executive Committee and Board for appropriate revisions at regularly scheduled March meeting
3. Motion to approve and release RFQ for 2023 Summer and Fall Downtown Events, using City of Kalamazoo Purchasing Department process

F. PUBLIC COMMENTS

G. DIRECTORS' COMMENTS

H. ADJOURNMENT

Board of Directors Regular Meeting Minutes

December 19th, 2022, 3:00 p.m. | Community Room, Kalamazoo City Hall

PRESENT: Mayor David Anderson, Jeff Breneman, Carl Brown, Grant Fletcher, Stephanie Hinman, Matt Hollander, Susan Lindemann

ABSENT:

STAFF: Rebekah Kik, Antonio Mitchell, Steve Vicenzi, Jaime Marsman

A. CALL TO ORDER

DIRECTOR FLETCHER CALLED THE MEETING TO ORDER AT 3:55 P.M

ROLL CALL

PRESENT: Mayor David Anderson
Jeff Breneman
Carl Brown
Grant Fletcher
Stephanie Hinman
Matt Hollander
Susan Lindemann

ABSENT:

EXCUSED:

THE DECEMBER 19, 2022, ATTENDANCE INCLUDING EXCUSED AND UNEXCUSED ABSENCES ARE RECORDED.

B. ADOPTION OF FORMAL AGENDA

MAYOR ANDERSON MOVED TO ADOPT THE DECEMBER 19, 2022 AGENDA. DIRECTOR HOLLANDER SECONDED. NO OBJECTIONS. MOTION CARRIED.

C. APPROVAL OF MINUTES

Director Hinman noted that the abbreviation used in the October 17, 2022 minutes for the Downtown Retail and Restaurant Association should be corrected to "DKRRA."

DIRECTOR BROWN MOVED TO APPROVE THE OCTOBER 17, 2022 MINUTES WITH THE CORRECTION AS NOTED. MAYOR ANDERSON SECONDED. NO OBJECTIONS. MOTION CARRIED.

Board of Directors Regular Meeting Minutes

December 19th, 2022, 3:00 p.m. | Community Room, Kalamazoo City Hall

D. REPORTS AND PRESENTATIONS

1. Financial Report

Mr. Vicenzi shared a November Financial Report. It was noted that the recognition and receipt of taxes occur in separate years. Mr. Vicenzi stated that there will likely be changes before the end of the year as the end-of-year invoices come in.

There was a discussion whether legal invoices are being turned in in a timely manner.

Mr. Vicenzi explained the variance in reports. There is a deficit from a budget perspective but not a cash perspective. This discrepancy will not occur next year.

Mr. Vicenzi stated that he also would like to present a Balance Sheet with these reports to further assist in telling the full story of the funding. The Board thanked Mr. Vicenzi for his work with the accounts.

MAYOR ANDERSON MOVED TO ACCEPT THE FINANCIAL REPORT AS PRESENTED. DIRECTOR LINDEMANN SECONDED. NO OBJECTIONS. MOTION CARRIED.

E. DISCUSSION/ACTION ITEMS

1. Approval of Professional Services Agreement For Auditing Services with Maner Costerisan

It was acknowledged that is is one-year agreement and no resolution is required. Mr. Vicenzi stated that the DEGA audit is a bit more complicated than the DDA due to tax capture issues.

DIRECTOR BRENEMAN MOVED TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT FOR AUDITING SERVICES WITH MANER COSTERISAN. DIRECTOR HOLLANDER SECONDED. NO OBJECTIONS. MOTION CARRIED.

2. Approval of 2023 DDA Board Meeting Calendar

DIRECTOR BRENEMAN MOVED TO APPROVE THE 2023 DDA BOARD MEETING CALENDAR AS PRESENTED. DIRECTOR BROWN SECONDED. NO OBJECTIONS. MOTION CARRIED.

3. Approve Budget Recommendation to the City Commission

Mr. Vicenzi requested that the total amount for approval would be updated to \$797,200.

DIRECTOR HOLLANDER MOTIONED TO APPROVE THE BUDGET RECOMMENDATION TO THE CITY COMMISSION, WITH THE UPDATED AMOUNT AS NOTED. DIRECTOR BRENEMAN SECONDED. NO OBJECTIONS. MOTION CARRIED

Board of Directors Regular Meeting Minutes

December 19th, 2022, 3:00 p.m. | Community Room, Kalamazoo City Hall

F. PUBLIC COMMENTS

None.

G. DIRECTOR'S COMMENTS

1. Mayor Anderson questioned what the Retreat follow-up plan was. It was shared that the hope is to come in January with some recommendations as to how to organize the work and structure. It was noted that the Board also needs to vote to formally adopt the priorities recommended by Yard & Co. Director Lindemann noted that time in these meetings will also be given to further discuss retreat items.
2. Director Brown thanked City Staff for their work.
3. Director Hollander spoke regarding Director Brown's concern regarding the bidding of contracts and stated that he would like to see further discussion regarding this. Director Breneman noted that this can be part of the committee structure discussion that will happen in January.
4. Mr. Mitchell stated that Hays Market received the Match on Main grant for \$25,000. He thanked the Board for their support of this grant.

H. ADJOURNMENT

1. **DIRECTOR FLETCHER ADJOURNED THE MEETING AT 4:15 P.M.**

Downtown Economic Growth Authority

12/31/2022 Preliminary Trial Balance

ASSETS	12/31/2022
CASH	\$ 384,238
RECEIVABLES	5,500
DUE FROM PRIMARY GOVERNMENT	14,200
INVENTORY	11,708
TAXES RECEIVABLE	292,702
TOTAL ASSETS	\$ 708,348
LIABILITIES & FUND BALANCE	
ACCOUNTS PAYABLE	\$104,689
FUND BALANCE	603,659
TOTAL LIABILITIES & FUND BALANCE	\$ 708,348

	2022 Adopted Budget	2022 YTD Actuals
REVENUES		
TAXES	\$422,000	\$292,702
OTHER REVENUE	44,000	-
EVENT SPONSORSHIPS		15,300
CHARGES FOR SERVICES	-	21,475
INTEREST AND RENTALS	700	6
TOTAL REVENUES	466,700	329,483
EXPENSES		
PROFESSIONAL AND CONTRACTUAL SERVICES	269,350	259,536
LEGAL SERVICES AND FEES		21,780
INSURANCE SERVICES	5,000	2,540
OPERATING SUPPLIES		1,057
REPAIRS	-	22,562
UTILITIES	-	6,910
COMMUNITY PROMOTION	-	2,500
TAX APPEAL REFUNDS	-	7,418
RESTRICTED FOR DEBT SERVICE	192,350	-
TOTAL EXPENSES	\$466,700	\$324,303
REVENUES LESS EXPENSES	-	\$ 5,180

Client Downtown Kalamazoo
Partner Agency Maestro
Effective Date January 1, 2023
Project Type Maintenance / Hosting

Parties

This Service Level Agreement (this “Agreement”) is entered into effective as of January 1, 2023 (the “Effective Date”) between Maestro LLC, a Michigan limited liability company (“Service Provider”) and Downtown Kalamazoo (“Client”) for the provisioning of IT services required to support and sustain the website downtownkalamazoo.org (“Application”).

The following representatives for the Service Provider and the Client will represent the primary stakeholders associated with this SLA:

Service Provider: Kathleen Matyas, Senior Strategist & Sarah Lengyel, Project Manager

Client: Downtown Development Authority/Downtown Economic Growth Authority, Grant Fletcher, Chair

General Overview

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Client by the Service Provider.

The goal of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider and Client.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles, and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the Client.

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- Match perceptions of expected service provision with actual service support and delivery.

Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Application

The agreement includes the cost of application support services to keep the Application and related services up and running as well as hosting the Application. The “Application” is comprised of the following components:

- The Downtown Kalamazoo WordPress marketing website, downtownkalamazoo.org

Service Scope

Maestro agrees to provide the following services to the Client in accordance with the terms of this Agreement:

Application Support and Maintenance

Services to support and maintain the Application are to be provided by way of pre-paid service budget.

As part of this agreement, Service Provider will support the following request types:

- Issues - errors, defects, degradation of performance, inaccessibility, or other unexpected behavior of functionality available on the production instance of the Application.
- Examples of issues include:
 - Application bug fixes and other third-party dependency updates
 - Application or hosting maintenance, system-checks, bug fixes, or security updates
 - Email server support
 - Code refactoring for improved performance and sustainability
 - System uptime and performance monitoring
- Scheduled maintenance
- Minor website updates including the following:
 - Updating the KDP logo to reflect the new organization
 - Updating photography throughout website
 - Updating content to reflect new organizational changes and structure
 - Refreshing maps as provided by Gingko
 - Modify the Downtown News section of the website
- Provide training to members of the community who manage the website regularly

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Application Hosting

The Application requires a cloud based managed hosting environment. The following is included in this SLA:

- Secure WordPress hosting environment

Hosting costs are based upon the use of 25,000 visits per month, local storage of up to 10GB of data per month and content storage of 50GB per month.

- Note: Unused data does not roll over to the next month.

Client Responsibilities

- Form a designated Support Team (“Client Support Team”) comprised of no more than three Client employees to communicate and correspond with Service Provider.
- Provide all necessary assets for minor website updates listed above
- Payment for all support costs at the agreed upon time.
- Reasonable availability of representative(s) when resolving an Issue Request.
- Utilization of appropriate channels for communicating an Issue or Feature Request, outlined below.
- Compliance with the other terms of this Agreement.

Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this agreement include:

- Meeting response times associated with issue requests.
- Appropriate notification to Client for all scheduled maintenance.

Service Term

This agreement is effective as of the effective date and expires at 11:59pm Eastern Time on December 31, 2023.

Rollover

At the conclusion of the service term, no more than 20% of the remaining budget, rounded to the nearest whole dollar, will roll over to the renewed agreement. If the client does not renew this agreement, all remaining budget will expire.

Use of Service Budget

Budget can be applied to any other Maestro project at no penalty if transferred within the Service Term. This agreement and allocated budget is intended to respond to Application issues and provide ongoing maintenance,

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Application feature requests require a separate Statement of Work. The Client will be notified when pre-paid service budget has been fully utilized.

If the Client requires continued Service after all budget has been utilized Maestro will invoice the Client on a time and materials basis for actual time and expenses incurred. Client may increase the Service Budget available in the agreement at any time.

Agreement Termination

Termination process

- Either party may terminate this Agreement for convenience by providing 30 days advance written notice to the other party.
- The official termination date of this Agreement will be recognized as the date that falls 30 days after the receipt of written notice of termination.

Termination requirements

- All payment obligations incurred prior to the termination date of this Agreement shall survive termination of this Agreement.

Termination implications

Upon reaching the termination date of this Agreement:

- All of the Client's rights under this Agreement are immediately terminated.
- Client remains responsible for all fees and charges incurred through the date of termination, including fees and charges for in-process tasks completed after the date of termination.
- Client may retrieve content from Maestro for a period of thirty (30) days following expiration of termination of this Agreement only if Client has paid charges for all amounts due and for any post-termination assistance services rendered.
- Any additional post-termination assistance provided by Maestro is subject to mutual agreement by the Client and Maestro.
- Included hosting for the Application will be terminated after the official termination date. This may cause the Application to become inaccessible.

Unless otherwise terminated pursuant to the Terms and Conditions, this Agreement will begin on the Effective Date and continue until December 31, 2023. This Agreement will only renew upon the execution of a separate renewal agreement.

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Communication of Requests

Service Provider will provide support to the Client for the Application. Issue requests can be submitted via the SLA Lead or the Maestro Help Desk.

SLA Lead

Name: Sarah Lengyel

Email: Lengyel@maestrolearning.com

Maestro Help Desk

In the event the indicated SLA Lead is unavailable, the Client can submit requests to the Maestro Help Desk:

Email: support@maestrolearning.com

Phone Number: 1-800-319-2122

Communication Assumptions

Service Provider provides support based upon the following assumptions:

- Service Provider will support inquiries from the designated Client Support Team only. Help Desk support is not available to Clients customers, employees, or other third parties unless expressly indicated.
- SLA Lead and Help Desk services are generally available on business days during business hours defined as Monday - Friday 9:00 AM - 5:00 PM EST.
- This agreement only supports the application outlined in this agreement.

Issue Request Response and Resolution Times

The Response and Resolution Time for Issue Requests depends upon the severity of the issue reported. Service Provider and Client will mutually agree upon the Category of the issue utilizing the table below.

Definitions

Response Time — the time that elapses between the Service Provider being made aware of an issue and commencing work on the identified issue.

Resolution Time — the time that elapses between the commencement of work (the Response Time) and the issue being resolved.

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Application Critical — Functionality that when malfunctioning renders the Application materially useless. For example, the inability to access content in a Content Management System.

SLA Category	Category Definition	Response Time	Expected Resolution Time	Example of Issue
P1	The Application is inaccessible or a significant portion of the functionality is inaccessible to all users.	Within 4 business hours	Within 4 business hours of Response	Application inaccessible, user authentication non-functional, etc.
P2	One or more elements of application critical functionality is inaccessible or responding slowly. A workaround is unavailable.	Within 24 business hours	Within 24 business hours of Response	Users are unable to open content in a Content Management System.
P3	One or more elements of functionality is inaccessible or responding slowly. The functionality is not application critical and a workaround is available.	Within 48 business hours	Within 48 business hours of Response	Users are unable to save content in a Content Management System.
P4	Minor issue that does not prohibit users from utilizing the Application in any material way.	Within 72 business hours	Best effort	Content thumbnails do not display in a Content Management System.

Service Rates

Time spent servicing the Client through this agreement will be billed utilizing the Rate Card outlined in Exhibit A.

Budget

The budget for services provided in this SLA is as follows:

- Application Support and Maintenance: \$4,200
- Application Hosting: \$1,000
- **Total: \$5,200**

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Based upon the Invoice Schedule below, Service Provider will only utilize available budget when performing services under this agreement. If, at anytime, available budget is fully utilized, Service Provider reserves the right to place active work on hold. The Client may elect at their discretion to have a future invoice sent early to replenish available budget or, in the absence of future invoices, to execute a Change Order to increase available budget.

Terms

Net 30 days

Payment Terms	Timeframe	Amount
First Invoice	Upon acceptance of this agreement	\$1,300
Second Invoice	April 1, 2023 or usage of all available budget	\$1,300
Third Invoice	July 1, 2023 or usage of all available budget	\$1,300
Fourth Invoice	October 1, 2023 or usage of all available budget	\$1,300
Total		\$5,200

This document encompasses the work, timeline, costs, and terms in which Maestro will engage in this project for the client. By signing below, the client agrees to the terms and conditions available on Maestro's website:

<https://maestrolearning.com/terms-and-conditions/>.

Disclaimer of Warranties

Maestro does not represent to Client that the operation of the software will be uninterrupted or error-free. Maestro disclaims and makes no representations or warranties to Client, express or implied, with respect to the Software, any updates to it, or otherwise, and hereby disclaim any and all implied warranties with respect to the Software and any updates to it, including the warranties of merchantability and fitness for a particular purpose. The Client may not make any warranty of any kind, express or implied, on behalf of Maestro, their affiliates, or their respective third-party providers or licensors, to any authorized users or any other party in connection with the Software, or any other party without Maestro's express written consent.

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Exhibit A - Rate Card

Role	Hourly Rate
3D Designer	\$185
Account Coordinator	\$95
Account Manager	\$135
Administrative	\$135
Agency Leadership	\$350
AR/VR Developer	\$165
Backend Developer	\$165
Content Director	\$150
Copywriter	\$135
Design Director	\$185
Design Leadership	\$350
Designer	\$135

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Developer	\$165
Frontend Developer	\$165
Instructional Designer	\$135
Interactive Designer	\$135
Marketing Developer	\$165
Media Director	\$225
Media Producer	\$135
Motion Designer	\$135
Project Coordinator	\$95
Project Manager	\$135
Quality Assurance	\$95
Senior Account Manager	\$165
Senior Designer	\$165
Senior Project Manager	\$165
Software Leadership	\$245
Software Quality Assurance	\$165
Strategist	\$185
UI/UX Designer	\$165

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(Provide any pricing that you will want to see in the RFP) (Sample language provided below)

Name of Project: Events and Marketing for Downtown

The total combined price to be paid for all services provided by Consultant pursuant to this Contract shall not exceed:

\$XXX/ per year

Commented [KR1]: Administration of events – also contingent on sponsorships received

**SECTION IV
SCOPE OF WORK AND REQUIREMENTS**

1. **INTRODUCTION/OBJECTIVE**

The Downtown Economic Growth Authority (DEGA) of Kalamazoo, Michigan is seeking a qualified event planning and marketing consultant to imagine an inclusive and welcoming downtown that will draw people from our region and neighborhoods to enjoy a variety of events all year around. As “everyone’s neighborhood”, Downtown is where Kalamazooans live, work, and play. Each user has a slightly different need. Those who live in Downtown desire a complete neighborhood where they can meet their daily needs, including shopping, recreation, and entertainment. Downtown employees envision easier access to its abundant goods, service, retail, and activities and safe transportation. Visitors imagine vibrant, active streets and gathering spaces with unique events and family-friendly activities that draw from the region. Our Downtown events appeal to all of these!

A successful applicant will maximize the existing events creating their own unique take and be able to track, analyze, and communicate the impactful experience of each. Monthly reports to the board will be expected.

2. **CONTRACT PERIOD AND EXTENSIONS**

The contract shall be in effect for a 2 year period with opportunity to extend, commencing on Consultant’s receipt of Notice to Proceed from the DEGA. The DEGA may opt to extend the contract upon mutual agreement of both parties made in writing.

3. **SCOPE OF WORK**

The selected consultant will be expected to provide services identified below. The items listed represent the minimum services expected to be performed. In your response to the Request for Proposals (RFP), identify other related services that you will provide, if applicable.

EVENT MANAGEMENT

Work with the DEGA and City of Kalamazoo Kzoo Parks event staff to coordinate application, fees, logistics planning, programming, event design, and implementation of logistics for summer and fall events in Downtown Kalamazoo. Regular reporting will be submitted to the DEGA projects and finance committee on a monthly basis.

- 3.1. The consultant will provide management services for the specific events listed in Section 3.4. These events may require coordination with the Special Events staff at Kzoo Parks such as: Arcadia Festival Site, Bates Alley, Kalamazoo Mall, and general events that require street closures. Visit our Parks and Recreation website to review how block closures and special events are processed: <https://www.kzooparks.org/Events/Host-a-Special-Event>

3.2 Host regular meetings with retail/restaurant committees needed for event implantation. communication and coordination are critical to the logistics of events. Survey and collect data from retail/restaurants to understand effectiveness of event, improvement feedback loop, and inform changes for following events.

3.3 Event implementation and execution, including management on day of set up and take down, arranging all logistical needs per special event process. Handle contracting with artists and event sub-contractors. Create each event design, including marketing materials, social media posts, and other communications. Conduct the recruitment of participants, sponsorships, and volunteers.

You may bid for ALL of the events listed below or Summer Events exclusively or Fall Events exclusively.

- Summer Events
 - Sidewalk Sales (July)
 - Workout Wednesdays (Wednesdays June to September)
 - Beats on Bates outdoor music booking (Wednesdays June to September)
- Fall/Winter Events
 - Skeletour (October)
 - Santa's Workshop (November/December)
 - Holly Jolly Trolley

3.4 Manage all marketing, media press releases, and event media contacts. Partnering with other event/tourism/business organizations to be sure event marketing is maximized such as:

- Discover Kalamazoo
- City of Kalamazoo
- Southwest Michigan First Chamber
- Western Michigan University
- Kalamazoo Valley Community College
- Kalamazoo College

3.5 Mange and update Downtown event website calendar, social media, and newsletter to businesses. <https://downtownkalamazoo.org/>

SPONSORSHIP DEVELOPMENT

3.6 Solicit sponsorships on behalf of the DEGA for support of the events. Design sponsorship packages, present data, and show benefit/results of each event.

- 2023 Sponsorship package is attached.
- Sponsorships will be solicited by the firm, paperwork will be directed to City of Kalamazoo Treasury Accounts Payable: apinvoice@kalamazoo.org. City will invoice businesses for all sponsorships.

Commented [KR2]: Is there another way to say this? How is it usually broken out in the bid?

Commented [KR3]: Make sure I got the language right there!

4. PROPOSAL REQUIREMENTS

Applicant should include the following in proposal:

Cover Letter

Within the one-page cover letter, include your firm's full company name, address, phone number and the email address for your firm's contact person for the RFP.

Project Experience

Identify three (3) projects working in communities where you were the primary consultant. Demonstrate the experience of your firm and/or proposed team, including all subconsultants, on projects same/similar to that described in this solicitation for same/similar services. The projects submitted should also demonstrate that the consultant and/or the team have performed a same/similar type of services to be considered relevant. Also include any accreditations and affiliations.

Experience of Key Personnel

For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. There are no limitations on the number of key positions the firm may provide. However, at a minimum, the firm must provide the primary consultant and at least one (1) person from each sub-consultant identified. Each resume is limited to one (1) page.

Include an organizational chart (maximum 2 pages) that depicts the project team organization and lines of authority at the end of this tab; chart may be submitted in 11" X 17". Clearly indicate superior/subordinate reporting relationships. Provide names of each position and identify the firm or sub-consultant.

Project Understanding and Approach

Describe the firm's approach to performing the required Services in the Scope of Work described above. Describe the opportunities and constraints involved with the performance of the associated tasks which include: plan framework, citizen participation, community outreach, management, data collection and analysis. Provide any further documentation to support each element, graphics and diagrams, and any related items that are necessary in showing your past experience. Provide a detailed discussion of your firm's capacity and identify these details within the events you propose to produce for your proposed fee.

Project Work Plan/Schedule

Provide a Project Work Plan/schedule showing key project milestones and deliverables. The schedule shall demonstrate firm's ability to meet the designated milestones. Provided in the appendix is the past work plans for the events listed in Section 3.4 as a guide.

5. EVALUATION CRITERIA

Proposals will be evaluated by DEGA staff based upon the responsiveness of the Proposal to this RFP. All proposals will be evaluated using the criteria listed below:

- 5.1 Firm Project Experience (80 Points)
- 5.2 Qualifications/Experience of Key Personnel (80 Points)
- 5.3 Project Understanding and Approach (40 Points)
- 5.4 Capacity of Firm (40 Points)
- 5.5 Project Work Plan/Schedule (20 Points)
- 5.6 Location of Performing Office (20 Points)
- 5.7 Price (20 Points)

6. REQUIREMENTS

6.1 Conduct Meetings

- A. Project Initiation Meeting. Meet with City staff, DEGA committee, Grants Manager/Budget Specialist, and any other representatives (if applicable) to hand off information and answer questions. This meeting shall be held at the city offices or via videoconference, as determined appropriate by the City and DEGA, as a kickoff before work begins.
- B. Regular communication and meetings in person or virtually with retail/restaurant owners committee informing them of upcoming events, ways to get involved and critical event logistics that may affect their business. These meetings should be scheduled at the kick off, and occur as necessary throughout the contract term. (for example: tent placement, road closures etc.).
- C. Contract Closeout Meeting. Meet with DEGA, City staff and Grants Manager/Budget Specialist to review Project Completion Report and discuss lessons learned during the project in year one and year two.

7. COMPENSATION

The total combined not-to-exceed price quoted must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

- A. In addition, itemize the cost of project work items which make up the total price for the project. Detail all services to be performed for the price offered and include charges/rates to be billed for the labor, meetings, telephone calls, printing and travel.

8. SELECTION CRITERIA

The DEGA shall conduct a formal evaluation to determine the best qualified respondent meeting the City's needs. This evaluation shall be based on the Evaluation Criteria.

No rating or evaluation under the terms of this RFP shall be construed as a guarantee or promise of a contract and no such contract shall be binding on the DEGA absent approval through the DEGA's approval process.

The requested information is intended to provide information that will assist the DEGA in the selection of the most qualified, competent, experienced, responsive, and economical Consultant, who will best serve the needs of the DEGA. During the evaluation process, where it may serve its best interest, the DEGA reserves the right to request additional information or clarifications from proposers, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities. A selection committee will evaluate the proposals based upon the proposal requirements/selection criteria. After a review of the written proposals, selected firms may also be asked to make a presentation or field follow-up questions. The DEGA will choose the proposal(s) that best fits its needs. The DEGA is not obligated to award the contract based on cost alone. The selected firm will be required to enter into a written agreement with the DEGA that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters. If an agreement cannot be reached, the DEGA reserves the right to

render the proposal invalid and may award the contract to another qualified proposer in its sole discretion.

This RFP does not commit the DEGA of Kalamazoo to pay for direct or indirect costs incurred in the preparation and/or presentation of a response. All finalists will pay their own costs incurred in preparing for, traveling to and attending interviews. The DEGA of Kalamazoo reserves the right to accept or reject any or all proposals in part or in its (their) entirety.

The DEGA reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

9. **POST PROPOSAL INFORMATION**

After review of proposals, the DEGA may request further information or clarifications. Requested information shall be provided by the respondent either in writing or by oral presentation, at no cost to the DEGA.

10. **CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS**

Each change or addendum issued in relation to this RFP will be posted on the City's website at <https://www.kalamazoocity.org/bidopportunities>. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda. **In order for a proposal to be responsive, all addenda must be returned (signed by the proposer) with the proposal.** If you have already submitted your proposal, acknowledge receipt and acceptance of addenda by signing in the place provided and returning them to the Purchasing Division and they shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.

11. **ECONOMY OF PREPARATION**

Each proposal should be prepared simply and economically providing a straightforward concise description of the proposer's ability to meet the requirements of the RFP. Decorative bindings, colored displays, promotional material, etc., are discouraged and they may result in loss of evaluation credit. Emphasis should be on completeness and clarity of the contents.

12. **PAYMENT DEFAULT**

No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due to the City of Kalamazoo.

13. **CONFLICT OF INTEREST**

Submitting firms shall notify the DEGA of any potential conflicts of interest in their proposal submittal.

14. **ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the DEGA.

15. **RFP TIMELINE**

Following is a detailed schedule of activities that identifies procurement process milestones. Dates provided are subject to change.

ACTIVITY	DATE
Issue Request for Proposals (RFP)	
Pre-Proposal Conference and Site Visit (If Necessary)	
Deadline for Written Questions	
Response to Questions Posted Online (Addendum)	
Proposals Due	
Review and Scoring of Proposals	
Interviews/Presentations (If Necessary)	
Contract Award	
Notice to Proceed	

16. **QUESTIONS**

Questions regarding the scope of work of this project may be addressed to Rebekah Kik, Assistant City Manager, 241 W. South Street, Kalamazoo, MI 49007. 269-337-8893. Questions relative to general proposal requirements may be addressed to Buyer Name, Buyer at (269) 337-8XXX. This does not relieve the proposers, however, from the requirements of Item 3, Page 1.